

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Fleishman-Hillard 40 West 57th St., NY, NY 10019	2. Registration No. 3774
3. Name of foreign principal MTC Electronic Technologies, <del>Inc.</del> Co. LTD.	4. Principal address of foreign principal 2580 Viscount Way Richmond, B.C., CANADA V6V2G8

5. Indicate whether your foreign principal is one of the following type:

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- |   |  |
|---|--|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Committee             |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association            | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

consumer electronics import, joint-ventures in China for manufacturing and telecommunications

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

MTC Electronic Technologies is a public company, traded on the NASDAQ

Date of Exhibit A

Aug. 26, 1993

Name and Title

Peter J. Verrengia  
Sr. Vice President

Signature

Peter Verrengia

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Fleishman-Hillard	MTC Electronic Technologies, Inc. Co. LTD

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Investor relations counsel and activities, primarily in the United States.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Investor relations counsel and activities, primarily in the United States.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
Aug. 26, 1993	Peter J. Verrecchia Sr. Vice President	Peter J. Verrecchia

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

#820871

FLEISHMAN-HILLARD, INC.

CONTRACT

THIS CONTRACT, is entered into on March 17, 1993, between FLEISHMAN-HILLARD, INC., a Missouri corporation ("F-H") and MTC Electronic Technology Co., Ltd., a Vancouver Canada Company ("Client").

F-H and Client agree as follows:

1. Retention.

a) Services. Client retains F-H to provide the public relations and related services described in Exhibit A hereto.

(b) Retainer and Fees. In consideration for services rendered, Client shall pay F-H a nonrefundable monthly retainer of U.S. \$5,000.00, payable upon receipt of F-H's invoice. This retainer will cover fees for basic financial communications services as summarized in attachment A. Client shall also pay such other fees as F-H and Client agree to from time to time.

(c) Billing. F-H shall bill Client monthly for its services and for charges incurred in representation of Client for printing, photography, typography, and other production costs, together with a standard agency commission of 17.65%. F-H shall also bill Client for all expenses, service charges, sales and use taxes, and other out-of-pocket costs incurred in its representation of Client including without limitation travel expenses, legal fees, and the cost for spokespersons or other third parties retained under this Contract.

(d) Payment. Client shall pay in full each F-H invoice upon receipt. Client shall advise F-H of any dispute regarding an invoice within 7 days of receipt. If Client fails to so notify F-H, Client shall be deemed to have accepted such invoice in its entirety.

(e) Nonpayment. If Client fails to pay any F-H invoice within 60 days after the date of the invoice, F-H may, in its sole discretion, suspend all or any part of its services to Client until payment is received or, without prior notice to Client, terminate this Contract. F-H shall incur no liability of any kind to Client if F-H so suspends its services or terminates this Contract. F-H also reserves the right to charge interest up to 18% per annum on all amounts more than 60 days outstanding.

(f) Collections Costs. In the event that F-H should retain the services of attorneys or other persons to enforce this Contract, including for the recovery of any sum due under this Contract, or to defend any claim by Client against F-H, whether or not suit be filed, then all costs and expenses, including reasonable attorney's fees, incurred by F-H therein shall be paid by Client whether or not the action, if any, is prosecuted to judgment. If prosecuted to judgment, F-H shall be entitled to recover attorney's fees and costs incurred in enforcing the judgment.

(g) Ownership of Materials. All materials produced at Client's expense by F-H shall be the property of F-H until F-H receives Client's payment in full for the cost of all materials and other out-of-pocket expenses plus all fees due.

2. Termination. In addition to F-H's rights under paragraph 1(e) hereof, either party may terminate this Contract at any time with or without cause by giving 15 days' prior written notice to the other party. During the 15 day notice period, F-H and Client shall continue to be bound by the terms of this Contract, F-H shall continue to provide Client with the services specified in this Contract, and F-H shall be paid in full for all services it performs during such 15 day period. Client shall also reimburse F-H for all amounts that F-H must pay to third parties pursuant to non-cancellable agreements that F-H has entered into in its performance of this Contract.

3. Confidentiality. Client may designate as confidential any information that it provides to F-H under this Contract. F-H shall not disclose such information without Client's permission. F-H may, however, disclose such information to its employees, counsel, and other professional advisors if it believes that disclosure is required in connection with F-H's provision of services hereunder. F-H may also disclose confidential information to the extent required by applicable law or judicial or administrative order. F-H may, without Client's approval, disclose its representation of Client to other actual and potential F-H clients.

4. Care of Client's Property. F-H will take reasonable precautions to safeguard any of Client's property that is in the custody of F-H or its affiliates, but F-H shall not be liable to Client for any damage to Client's property unless the damage results from F-H's gross negligence in connection with the care of such property. F-H shall have no liability to Client for any damage, loss, or destruction suffered by Client's property that is in the custody or control of any third party retained by F-H or Client that is not an affiliate of F-H.

5. Performance and Approvals. During the term of this Contract, representatives of F-H and Client shall meet as frequently as either party deems necessary to review F-H's and Client's performance of their obligations hereunder. In addition to such performance reviews, Client shall regularly review with F-H all comments, criticisms, and suggestions that Client may have about F-H's performance. Client shall also have the sole responsibility for authorizing and approving the scope and content of all services that F-H provides and the content and scope of dissemination of all information, public relations, and promotional materials released by or through F-H or Client. Client, with F-H's recommendation, shall select all other providers of services required in connection with the planning and implementation of the services provided under this Contract.

6. Accuracy of Information. Client shall be solely responsible for the accuracy, completeness, and legal compliance of all information about Client that Client either provides to F-H or approves in connection with F-H's performance of its obligations under this Contract.

7. Indemnification.

(a) Indemnification by F-H. F-H shall indemnify the Client and its officers, directors, employees, and agents against any and all claims, liabilities, damages or costs and against any demands, settlements, or judgments (collectively, the "Claims") arising directly or indirectly from or in connection with any claim of libel, slander, defamation, copyright infringement, misappropriation of ideas, or invasion of rights of privacy arising from any materials prepared by F-H on the Client's behalf (a "Materials Claim"). However, indemnification provided by this paragraph 7(a) shall not be applicable to any Claim arising from any such materials that were prepared or approved by Client or any of its employees, agents, or independent contractors.

(b) Indemnification by Client. Client agrees to indemnify F-H and its officers, directors, employees, and agents against any and all Claims that (i) constitute Materials Claims arising from or in connection with materials that were prepared or approved by Client or any of its employees, agents, or independent contractors, or (ii) except as provided in paragraph 7(a) of this Contract, arise directly or indirectly from or in connection with F-H's performance of its obligations under this Contract, provided, however, that this clause (ii) shall not apply to Claims arising from F-H's gross negligence or criminal conduct.

(c) Notice. Upon either party's obtaining notice of an actual or possible Claim for which it may be entitled to indemnification, it shall give prompt written notice of the Claim to the other party hereto. Failure to give such notice by the informed party shall not constitute a waiver of such party's right to be indemnified as provided herein.

8. Waiver. The failure of either party to require the strict performance of any provisions of this Contract in any one or more instances, or to exercise its rights hereunder or at law or equity, shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

9. Inspection. Client may inspect, at the appropriate F-H office, all correspondence, contracts, books, accounts, and other materials prepared or held by F-H that are directly related to its performance of this Contract. Inspections may be made during F-H's normal business hours on 3 business days' prior written notice to F-H.

10. Third Parties' Performance. F-H shall supervise the performance of any third parties retained by it or Client in connection with the performance of F-H's obligations under this Contract, but F-H shall not be liable in any way to Client for the losses, liabilities, or damages incurred by Client as a result of any action or failure to act on the part of such third parties.

11. Survival. Paragraphs 1, 3, 5, 7, 8, 9, 11, and 13 shall survive the termination of this Contract.

12. Miscellaneous.

(a) Notices. All notices required under this Contract shall be given in writing by personal delivery, telecopy (with confirmation of receipt), or certified mail (return receipt requested), addressed to F-H at 40 W. 57th St., NY, NY 10019, Attention: Jan Van Meter, EVP & General Manager; and to Client at the address set forth below. Notice by personal delivery or telecopy shall be effective when received and notice by certified mail shall be effective when deposited in the United States mails postage prepaid.

(b) Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Amendment. This Contract may be amended only in writing executed by each of the parties hereto.

(d) Entire Agreement. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supercede any and all prior agreements with respect to such subject matter between F-H and Client.

(e) Governing Laws. This Contract shall be governed by and construed under the laws of the State of Missouri.



(f) Assignment. This contract may not be assigned by either party without the written consent of the other party.

10. Agent for Service. Client hereby irrevocably designates

as its agent for the service of judicial notice or process in any litigation involving Client and F-H under this contract. F-H hereby irrevocably designates itself, by and through, Kenneth and Jenkins, 235 East High Street, Suite 200, Jefferson City, Missouri 64101, as its agent for judicial service or process.

FLEISHMAN-HILLARD, INC.

By [Signature]  
S.V.P. and Senior Partner  
Date March 16, 1993

MTC Electronic Technologies Co. Ltd.

By [Signature]  
Ed. V. Poon, Director  
Date March 17, 1993

2580 Viscount Way, Richmond, B.C.  
(Address)

V6V 2G8 Canada

## Attachment A

Basic Financial Communications Services covered by US\$5,000 monthly retainer:

- 1) A maximum of 30 hours each month of counsel or other activity by Fleishman-Hillard professional staff,
- 2) These hours to be expended on activities limited to the following:
  - research on media interview opportunities
  - contact with the media
  - drafting news releases
  - issuing news releases
  - contact with analysts, portfolio managers, and others in the investment community to gather information or provide information.
- 3) Not included as activities covered by this retainer are database research, opinion research, speechwriting, and editorial and design services for audiovisual presentations, annual and quarterly reports, fact sheets, fact books, and similar materials. Fees for these activities would be budgeted and billed separately.
- 4) Marketing support, public affairs, government relations and lobbying are not included as services covered by this retainer. Fees for these activities would be budgeted and billed separately.
- 5) Expenses are not included under this monthly retainer. Expenses will be billed separately. No expense item over US\$1,000 will be billed without prior authorization from the client.